

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION**

In re:

**DALE WESLEY ANDERSON, JR.,
DEBTOR.**

**CHAPTER 13
CASE NO. 13-61952**

BRANCH BANKING AND TRUST COMPANY,

MOVANT,

vs.

**DALE WESLEY ANDERSON, JR.
and HERBERT L. BESKIN, TRUSTEE,**

RESPONDENTS.

NOTICE OF DEFAULT

The Movant, by Counsel, states as follows:

1. On July 24, 2015 this Court entered an Order providing that the Debtor was to have cured the existing post-petition default (the "Order"). The Order also states that in the event that the Debtor should fail to make the payments by the dates in accordance with the terms of said order, by the dates indicated, or if the Debtor should default in making future monthly, post-petition payments, the Movant may file with this Court and mail to all interested parties a notice describing the alleged default.

2. The Debtor has defaulted on the loan in failing to make payments and is out of compliance with the Order.

3. The following chart sets forth the post-petition amount due pursuant to the terms of the Order that have been missed by the Debtor as of May 13, 2016:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
2	4/1/2016	5/1/2016	\$1,919.70	\$3,839.40
Less partial payments (suspense balance):				(\$741.17)
				Total Payments: \$3,098.23
Notice of Default Fee				\$50.00
				Total Due \$3,148.23

4. Pursuant to the terms of the Order, within fifteen (15) days of the filing of this notice you may:

- Cure the default by paying the amount of \$3,148.23 to the below listed address
OR

- File a response with the Court to this Notice of Default stating that (i) no default exists or (ii) any other reason why an Order granting relief from the automatic stay should not be entered.

5. The default amount must be paid in certified funds, made payable to Branch Banking and Trust Company, and must be received before expiration of this Notice of Default as set forth above. Said funds should be sent to:

Douglas S. Rubin, Esquire
1804 Staples Mill Road,
Suite 200
Richmond, VA 23230

6. In the event funds are tendered pursuant to this Notice of Default which fail to clear the financial institution, such funds shall not constitute a cure. Please further note, in the event funds less than the necessary amount set forth above are tendered, same may be applied to the loan, however, unless the full balance is timely received incident to this notice, this loan will be released from bankruptcy accordingly.

Date: May 16, 2016

BRANCH BANKING AND TRUST COMPANY

By: /s/ Douglas S. Rubin
Eric D. White, Esquire, Bar No. 21346
Michael T. Freeman, Esquire, Bar No. 65460
Brandon R. Jordan, Esquire, Bar No. 72170
Johnie R. Muncy, Esquire, Bar No. 73248
Nisha R. Patel, Esquire, Bar No. 83302
Douglas S. Rubin, Esquire, Bar No. 84393
Samuel I. White, P.C.
1804 Staples Mill Road,
Suite 200
Richmond, VA 23230
Tel.: (804) 290-4290
Fax: (804) 290-4298
drubin@siwpc.com

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Notice of Default was served by first class mail postage prepaid or email this 16th day of May, 2016 on all necessary parties including Herbert L. Beskin, Trustee, PO Box 2103, Charlottesville, VA 22902; George H. Dygert, Counsel for Debtor, 675 Peter Jefferson Parkway Suite 190, Charlottesville, VA 22911; and Dale Wesley Anderson, Jr., Debtor, 112 Crest Road, Ruckersville, VA 22968.

/s/ Douglas S. Rubin
Douglas S. Rubin, Esquire
Samuel I. White, P. C.